

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

NORTHWEST ADMINISTRATORS, INC.,

Plaintiff,

v.

NEXXTSHOW EXPOSITION SERVICES  
LLC, a Delaware limited liability company,

Defendant.

NO.

COMPLAINT TO COMPEL AUDIT

I.

Plaintiff, Northwest Administrators, Inc., is an organization incorporated under the laws of the State of Washington, with its principal place of business in King County, and is the authorized administrative agency for and the assignee of the Western Conference of Teamsters Pension Trust Fund (hereinafter "Trust").

II.

The Western Conference of Teamsters Pension Trust Fund is an unincorporated association operating as a Trust Fund pursuant to Section 302 of

COMPLAINT TO COMPEL AUDIT - 1

G:\01-01999\515\Nexxtshow Exposition Services 216674-216765-216774 1-13-1\Complaint.doc

Reid, McCarthy, Ballew & Leahy, L.L.P.  
ATTORNEYS AT LAW  
100 WEST HARRISON STREET • NORTH TOWER, SUITE 300  
SEATTLE, WASHINGTON 98119  
TELEPHONE: (206) 285-0464 • FAX: (206) 285-8925

1 the Labor Management Relations Act of 1947, as amended, to provide retirement  
2 benefits to eligible participants.

3 III.

4 This Court has jurisdiction over the subject matter of this action under  
5 Section 502(e)(1) and (f) of the Employee Retirement Income Security Act of 1974  
6 ("ERISA"), 29 U.S.C. §1132(e)(1) and (f) and under §301(a) of the Taft-Hartley Act,  
7 29 U.S.C. §185(a).  
8

9 IV.

10 Venue is proper in this District under Section 502(e)(2) of ERISA, 29 U.S.C.  
11 §1132(e)(2), because the Plaintiff Trust Fund is administered in this District.

12 V.

13 Defendant is a Delaware limited liability company.

14 VI.

15 Defendant is bound to a collective bargaining agreement with Locals 542,  
16 631 and 986 of the International Brotherhood of Teamsters (hereinafter "Locals"),  
17 under which the Defendant was required to promptly and fully report for and pay  
18 monthly contributions to the Trust at specific rates for each hour of compensation  
19 (including vacations, holidays, overtime and sick leave) said Defendant paid to its  
20 employees who were members of the bargaining unit represented by the Locals  
21 (such bargaining unit members were any of the Defendant's part time or full time  
22  
23  
24  
25  
26

1 employees who performed any work task covered by the Defendant's labor contract  
2 with the Locals, whether or not those employees ever actually joined the Locals).

3 VII.

4 Defendant accepted the Trust's Agreement & Declaration Agreement ("Trust  
5 Agreement") which provides in part:

6 Each Employer shall promptly furnish to the Trustees or  
7 their authorized representatives on demand any and all  
8 records of his past or present Employees concerning the  
9 classification of such Employees, their names, Social  
10 Security numbers, amount of wages paid and hours  
11 worked or paid for, and any other payroll records and  
12 information the Trustees may require in connection with  
13 the administration of the Trust Fund, and for no other  
14 purpose. The Trustees or their authorized  
15 representatives may examine any books and records of  
16 each employer, which the Employer is required to furnish  
17 to the Trustees on demand whenever such examination  
18 is deemed necessary or desirable by the Trustees in the  
19 proper administration of the Trust. If it becomes  
20 necessary for the trustees to retain legal counsel to  
21 compel an Employer to furnish to, or permit the  
22 examination of books, or records or information by, the  
23 Trustees or their representatives, the Employer shall  
24 reimburse the Trust fund for all reasonable attorney's  
25 fees and court costs incurred by the Trust Fund in  
26 connection therewith, whether or not legal proceedings  
were instituted and whether or not such examination  
disclosed that the Employer has failed to make  
appropriate or timely Employer Contributions to the Trust  
Fund.

21 VIII.

22 The Trustees of the Western Conference of Teamsters Pension Trust deem  
23 it both necessary and advisable to the proper administration of the Trust that their  
24

1 authorized representatives examine the Defendant's books and records for the  
 2 inclusive period January 1, 2013 to the Present Date to determine if the Defendant  
 3 previously reported for and paid to the Trust all of the amounts due for the  
 4 Defendant's employment of members of the bargaining unit represented by the  
 5 Trust for said period.

# IX.

8 Despite notification to the Defendant of the Trustees' desire to conduct an  
 9 audit for the period January 1, 2013 to the Present Date, and demands made upon  
 10 the Defendant on the Trust's behalf for access to Defendant's records for an  
 11 examination of them for that period, to date the Defendant has failed and refused to  
 12 make its records available for the thorough examination the Trustees deem  
 13 necessary and advisable to the proper administration of the Trust.

14 WHEREFORE, plaintiff, on the Trust's behalf, prays the court as follows:

15 1. That the Court enter an Order Compelling Audit under which  
 16 Defendant shall be directed by the Court, within a specified time, to make available  
 17 to the authorized representatives of the Trustees of the Trust for the period January  
 18 1, 2013 to the Present Date:

## A. Payroll Records

21 The payroll records must include payroll records for employees  
 22 performing bargaining unit work. The payroll needs to show all  
 23 hour types, hour totals, and compensation given for each  
 24 employee for each pay period. The records must be broken  
 down by pay period. The following pay periods are needed in  
 order to complete the audit.

2013: Pay Period Ending

Week 31	07/28/13
Week 32	08/14/13
Week 33	08/11/13
Week 36	09/01/13
Week 46	11/10/13
Week 47	11/17/13
Week 48	11/24/13

2014:

Week 9	02/23/14
Week 14	03/30/14
Week 29	07/13/14
Week 30	07/20/14
Week 35	08/24/14
Week 39	09/21/14
Week 40	09/28/14
Week 45	11/02/14
Week 46	11/09/14
Week 53	12/28/14

2015:

Week 5	01/25/15
Week 11	03/08/15
Week 22	05/24/15
Week 23	05/31/15
Week 24	06/07/15
Week 29	07/12/15
Week 35	08/23/15
Week 36	08/30/15
Week 37	09/06/15
Week 38	09/13/15
Week 39	09/20/15
Week 52	12/20/15

2016:

Week 32	08/07/16
Week 33	08/14/16
Week 34	08/21/16
Week 47	11/20/16
Week 48	11/27/16

**COMPLAINT TO COMPEL AUDIT - 5**

G:\01-01999\515\Nextshow Exposition Services 216674-216765-216774 1-13-1\Complaint.doc

Reid, McCarthy, Ballew &amp; Leahy, L.L.P.

ATTORNEYS AT LAW

100 WEST HARRISON STREET • NORTH TOWER, SUITE 300  
SEATTLE, WASHINGTON 98119

TELEPHONE: (206) 285-0464 • FAX: (206) 285-8925

<u>2017:</u>	<u>Pay Period Ending</u>
Week 7	02/12/17
Week 21	05/21/17
Week 22	05/28/17
Week 24	06/11/17
Week 30	07/23/17
Week 31	07/30/17
Week 32	08/06/17
Week 34	08/20/17
Week 35	08/27/17
Week 36	09/03/17
Week 47	11/19/17
Week 52	12/24/17
Week 53	12/31/17

B. TAP Form

Provide a signed form indicating whether Temporary Agency Personnel were utilized during the period January 1, 2013 through the Present Date. If TAP was used, the Agency invoices will be required.

2. Afford to the authorized representatives of the Trustees of the Trust both ample time and opportunity to examine all such materials of Defendant at such time and at such place as shall be convenient to the Trustees' authorized representatives.

3. For judgment against the Defendant for:

- A. All of the Plaintiff's attorney's fees incurred in gaining auditor access to Defendant's records;
- B. All of the Plaintiff's costs incurred in gaining auditor access to defendant's records, and

1 C. For such other and further relief as the Court may deem just  
2 and equitable.

3 DATED this 18<sup>th</sup> day of July, 2018.

4 REID, McCARTHY, BALLEW & LEAHY,  
5 L.L.P.

6   
7 \_\_\_\_\_  
8 Russell J. Reid, WSBA #2560  
9 Attorney for Plaintiff  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26